

**Telcom Credit Union and Office and Professional  
Employees International Union, Local 10, AFL-  
CIO. Case 7-CA-32545**

March 31, 1992

**DECISION AND ORDER**

BY CHAIRMAN STEPHENS AND MEMBERS  
DEVANEY AND OVIATT

Upon a charge and amended charge filed by Office and Professional Employees International Union, Local 10, AFL-CIO, the Union, the General Counsel of the National Labor Relations Board issued a complaint on December 30, 1991, against Telcom Credit Union, the Respondent, alleging that it has violated Section 8(a)(1) and (5) of the National Labor Relations Act. Although properly served copies of the charge and complaint, the Respondent has failed to file an answer.

On February 18, 1992, the General Counsel filed a Motion for Summary Judgment. On February 20, 1992, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motion are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

**Ruling on Motion for Summary Judgment**

Section 102.20 of the Board's Rules and Regulations provides that the allegations in the complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. The complaint states that unless an answer is filed within 14 days of service, "all the allegations in the Complaint shall be deemed to be admitted true and may be so found by the Board." Further, the undisputed allegations in the Motion for Summary Judgment disclose that the Regional attorney, by letter dated January 23, 1992, notified the Respondent that unless an answer was received by January 31, 1992, a Motion for Summary Judgment would be filed.

In the absence of good cause being shown for the failure to file a timely answer, we grant the General Counsel's Motion for Summary Judgment.

On the entire record, the Board makes the following

**FINDINGS OF FACT**

**I. JURISDICTION**

The Respondent is a Michigan corporation with a place of business in Southfield, Michigan, where

it is engaged in the business of handling savings of and making loans to its members. During the calendar year ending December 31, 1990, Respondent, in conducting its business operations, derived gross revenues in excess of \$500,000. During this same period of time, Respondent derived income in excess of \$5000 from investments made in States other than the State of Michigan. We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

**II. ALLEGED UNFAIR LABOR PRACTICES**

All employees as set forth in article IX of the December 4, 1989 until September 30, 1992 collective-bargaining agreement between the Charging Union and the Respondent, excluding guards and supervisors as defined in the National Labor Relations Act, hereinafter referred to as the unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

By virtue of successive collective-bargaining agreements between the Union and the Respondent, and by virtue of the most recent collective-bargaining agreement between the Union and the Respondent, effective December 4, 1989, until September 30, 1992, the Union has been the designated exclusive collective-bargaining representative of the employees in the unit set forth above.

At all times material herein, the Union, by virtue of Section 9(a) of the Act, has been, and is now, the exclusive representative of the employees in the unit described above, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

On or about October 25, 1991, and again on or about October 29, 1991, the Union orally requested that the Respondent furnish it with copies of the work schedule for loan department employees for the workweeks ending October 2, 9, and 16, 1991.

The information requested by the Union as described above is necessary for and relevant to the Charging Union's performance of its function as the exclusive collective-bargaining representative of the employees in the unit described above.

Since on or about October 25, 1991, and continuing to date, the Respondent has failed and refused to furnish the Union with the information described above.

**CONCLUSION OF LAW**

By refusing to provide the Union requested information, the Respondent has engaged in unfair

labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

#### REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

#### ORDER

The National Labor Relations Board orders that the Respondent, Telcom Credit Union, Southfield, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to supply the Union with information that is necessary and relevant to its role as the exclusive collective-bargaining representative of the employees in the bargaining unit.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Provide the Union with the copies of the work schedule for loan department employees as requested by the Union.

(b) Post at its facility in Southfield, Michigan, copies of the attached notice marked "Appendix."<sup>1</sup> Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where no-

tices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

#### APPENDIX

NOTICE TO EMPLOYEES  
POSTED BY ORDER OF THE  
NATIONAL LABOR RELATIONS BOARD  
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT refuse to supply Office and Professional Employees International Union, Local 10, AFL-CIO, with information that is necessary and relevant to its role as the collective-bargaining representative of the employees in the bargaining unit.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL provide the Union with the copies of the work schedule for loan department employees as requested.

TELCOM CREDIT UNION

<sup>1</sup> If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."